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Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

MARIA JAIMES and VIRGINIA ORDAZ,
individually, and on behalf of all others similarly
situated, and on behalf of the State of California
and other aggrieved persons; and SADIE
DIAZBARRIGA, individually, and on behalf of
all others similarly situated,

Plaintiffs,

v.

INFINITI HEALTH LLC, a California Limited
Liability Company; and DOES 1 through 10,
inclusive,

Defendants.

Case No. 22STCV07261

CLASS & REPRESENTATIVE ACTION

[Assigned for all purposes to: Hon. David S. Cunningham, Dept. 11]

**DECLARATION OF PLAINTIFF SADIE
DIAZBARRIGA IN SUPPORT OF
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

DECLARATION OF SADIE DIAZBARRIGA

I, Sadie Diazbarriga, declare as follows:

1. I am an adult resident of the State of California, and, if called as a witness in this action, I would testify truthfully to the matters described in this declaration. All of the matters described in this declaration are within my personal knowledge, except those matters that are stated to be upon information and belief. As to such matters, I believe them to be true.

2. I make this declaration entirely of my own free will and choice. I have not been promised any benefit for doing so, and I have not been pressured into giving this declaration. Before signing this declaration, I was given the opportunity to review it, make changes, and verify the accuracy of its contents.

3. I am one of the named Plaintiffs in this action and submit this declaration in support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement.

4. I am a former employee of Infiniti Health LLC ("Infiniti Health"). I worked at Infiniti Health LLC from approximately February 2021 to approximately January 2022 as an hourly-paid, non-exempt employee. Throughout the entirety of my employment, I was subject to all of Infiniti Health's policies and practices that have been alleged as unlawful in the First Amended Class & Representative Action Complaint and Private Attorneys General Act ("PAGA") Notice sent to Infiniti Health and the Labor & Workforce Development Agency ("LWDA").

5. I reached out to Wilshire Law Firm because I felt as if I was not being paid correctly for all the hours that I worked and was not provided with all my mandated meal and rest breaks. At the time I reached out to Wilshire Law Firm, I was informed that there was a pending class action lawsuit against Infiniti Health, which was initiated by Plaintiffs Maria Jaimes and Virginia Ordaz in February 2022. I was hopeful that my assistance would add value to the case and perhaps improve Infiniti Health's policies so that the working conditions of the employed workers would improve. I also understood that joining the lawsuit at a later time as a class representative meant that I had to represent the best interests of the class.

6. I have actively participated in the litigation of this action. At the time I contacted Wilshire Law Firm, I provided my attorneys a detailed account of the facts related to my

1 employment with Infiniti Health, including, but not limited to, my belief that Infiniti Health had a
2 policy and practice of not providing its employees with California compliant meal and rest periods
3 and requiring its employees to work “off-the-clock.” Additionally, I provided my counsel with
4 documentation in support of the claims brought against Infiniti Health. These documents, along
5 with the anecdotes I shared regarding my employment, assisted my attorneys in further
6 understanding the policies and practices at Infiniti Health. I also regularly communicated with my
7 attorneys and staff members of Wilshire Law firm via telephone and text messages regarding the
8 status of the lawsuit and whether I could be of assistance.

9 7. Approximately four months after contacting Wilshire Law Firm, I was informed
10 that the parties in the action had decided to engage in private mediation, which was set to take
11 place in July 2022. Leading up to the mediation, I had extensive conversations with Wilshire Law
12 Firm regarding the issues that were going to be advanced during the negotiation process with the
13 mediator. During the mediation session, I was available to speak with my attorneys, answer any
14 questions that arose, and provide any additional documentation that was necessary to assist the
15 settlement discussions.

16 8. My attorneys explained to me the risks and benefits of being added to the lawsuit as
17 a class representative. I understood the risks, both professionally and financially, associated with
18 pursuing a class action case and acting as one of the class representatives. I further understood
19 that pursuing the case as a class action, rather than individually, meant that it would take
20 substantially longer as a result of the multi-step approval process as mandated by the California
21 courts. Although I was made aware that there was a possibility that I could receive nothing at the
22 end, I believed that it was important to ensure that Infiniti Health followed the law with respect to
23 all of its hourly-paid, non-exempt employees. Additionally, I understood that it was my
24 responsibility to act in the best interests of the Class and not just myself. In that respect, I
25 understood my duties and responsibilities to the proposed Class and carried out and will continue
26 to carry out those duties as necessary. I understand that I was added to the action by way of a First
27 Amended Class & Representative Action Complaint on November 30, 2022.

28 9. I reviewed (and ultimately signed) the Class Action and PAGA Settlement

1 Agreement in full and my attorneys answered all the questions I had. I believe the settlement terms
2 and allocations are fair, adequate, and reasonable given the strength of the class claims and Infiniti
3 Health's defenses.

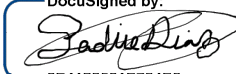
4 10. I estimate that I spent approximately 30 hours searching for and collecting
5 documents related to my employment, speaking with my attorneys throughout the case, helping
6 my attorneys prepare for mediation, and reviewing/signing documents related to the settlement.

7 11. I have no conflicts of interest with any class member or the Settlement
8 Administrator, CPT Group, Inc.

9 12. I am not aware of any other pending matter or action asserting claims that will be
10 extinguished or adversely affected by the Settlement.

11 I declare under penalty of perjury under the laws of the State of California and the United
12 States that the foregoing is true and correct.

13 Executed on 1/5/2023, at 5:15pm, California.

14 DocuSigned by:
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16 Sadie Diazbarriga
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Jaimes, et al. v. Infiniti Health LLC, et al.
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PROOF OF SERVICE